CHIEF SECRETARIAT

Dated 29th October 1945.

No. W. 725. The following notification No. 91-C. W. (1)—44, dated the 22nd September 1945 of the Government of India, Department of Commerce, is republished for general information.

2675 V. VEDAVYASACHARYA, *Chief Secy.*

GOVERNMENT OF INDIA.

Department of Commerce.

COMMERCE—WAR.

New Delhi, the 22nd September 1945.

No. 91-C. W. (1)—44. In exercise of the powers conferred by sub-rule (3) of Rule 84 of the Defence of India Rules, the Central Government is pleased to direct that, with effect from the 25th day of September 1945, the following further amendment shall be made in the notification of the Government of India in the Department of Commerce No. 91-C.W. (1)—44, dated the 29th January 1944 (republished under notification No. 91-C. W. (1)—44, dated the 26th August 1944), namely :—

In the said notification, in entry (*iii*), after the word "Ratnagiri" the words "and south of Karachi" shall be inserted.

G. Swaminathan, Dy. Secy.

GENERAL SECRETARIAT

Dated 29th October 1945.

No. I. & C. 1724—L. W. 48-45-2 Under Section 12(4) of the Mysore Labour Act XIII of 1942, as amended from time to time, the Government of His Highness the Maharaja of Mysore are pleased to publish for general information the accompanying report of the Chief Conciliator in Mysore in respect of the failure of conciliation proceedings in a dispute between the Labour Association and the management of the Mysore Spinning and Manufacturing Co., Ltd., Bangalore, over the question of starting a night shift in the mills belonging to the Company.

MOHAMED ISMAIL SHERIFF, *Gl. Secy.*

OFFICE OF THE CHIEF CONCILIATOR IN MYSORE, BANGALORE.

No. C. C. 5—45-46, *Camp Mysore, dated* 23*rd October* 1945.

From

M. Navaneetham Naidu, Esqr., B.A., B.L.,
Chief Conciliator in Mysore.

To

Mohamed Ismail Sheriff, Esqr., B.A.,
Secretary to the Government of
H. H. the Maharaja of Mysore,
General Department,
Bangalore.

SIR,

I have the honour to make the following report under Section 12(4) of the Mysore Labour Act, relating to a dispute between the Mysore Spinning and Manufacturing Co., Ltd., Bangalore, and the concerned Labour Association in regard to starting of "Night Shift" in the Mills.

2. The General Manager of the Mills gave a notice of change (dated 27th August 1945), to the Labour Association, as stated below:—

"The Management has decided to start a Night Shift with effect from 1st October 1945.

The system will be introduced in such departments and from such dates as are convenient to the Management having regard to the working conditions.

The timings of the Day and Night Shifts have been fixed as under, taking into consideration the requirements of the Electrical Department as well as the convenience of workers:—

Day Shift.

7-30 A.M. to 12 NOON	
12 NOON to 1 P.M.	Recess for meals
1 P.M. to 5-30 P.M.	

Night Shift.

5-30 P.M. to 8 P.M.	
8 P.M. to 8-45 P.M.	Recess for meals
8-45 P.M. to 1 A.M.	
1 A.M. to 1-30 A.M.	Recess for tea
1-30 A.M. to 3-45 A.M.	

The Management may change these timings at their discretion if any department or all the departments if and when found necessary.

After the introduction of the Night Shift, workers will be grouped in batches, so that they shall work alternately on the Night Shift and the Day Shift changing every fortnight, provided that the periods of change-over and the batches will be adjusted to the working conditions in the period previous to the full working of the Night Shift.

In departments where women are working, the periods of change-over and the batches will be determined by the complement of men and women workers.

One anna per worker per night will be granted in addition to the usual wages to those workers who work on the Night Shift extending after 12 midnight.

Tea and, if possible 'iddlies' will be served free of cost to workers who are working on the Night Shift extending after 12 midnight.

If, for any reason, Night Shift is not worked in any department or departments, the present system of A, B, and C shifts will be reverted to at the discretion of the Management.

3. The Assistant Commissioner of Labour, Bangalore Division, who tried to bring about an agreement between the parties, reported to the Commissioner of Labour on 12th September 1945, as under:—

"Under Section 10(3) of the Act, negotiations were fixed relating to the above notice of change, on the 4th September 1945, which was postponed to the 11th September 1945 at the request of the President of the Association, as he wanted to consult the workers on the proposed change in the existing system of shifts. On the subsequent day (11th September 1945), fixed for conducting negotiations, Mr. D. D. Kale, Mills' Labour Officer, representing the Mills' Management, was present. A letter from the President of the Association was received, stating that he could not convene the meeting of the workers for purposes of consultation and that, in case further adjournment of the negotiations was not possible, their reply to the notice of change might be taken that the Association was not agreeable to the proposed change. Further postponement of negotiations is not possible as the statutory time limit of 15 days would be over by the 13th instant. In these circumstances, settlement could not be brought about by me on the above notice of change."

4. The Commissioner of Labour, thereupon referred the matter to this Office for initiating conciliation proceedings under Section 10 (3) of the Labour Act.

5. The case was then registered and it was posted for hearing, after intimation to the parties. The conciliation proceedings were held at Bangalore, on the 26th September 1945 and on the 6th October 1945, and at Mysore on the 21st October 1945.

6. The Management was represented throughout by Mr. D. D. Kale, Labour Officer of the Mills, while Mr. D. Sreenivasiah, President of the Association represented the Association on the 1st day, and Mr. Doraisamy, Assistant Secretary of the Association, on the remaining two days. Mr. M. Abdul Azeem, Assistant Commissioner of Labour, Bangalore Division, was present on the first day (*i.e.*, 26th September 1945).

7. The Management's representative, Mr. D. D. Kale explained, to start with, the notice of change, and stated that the hours of work in the night shift scheme to be introduced, and the benefits the management are prepared to concede to the workers on that account are set out in the Notice of Change; that such a scheme was in force in other textile concerns, such as the Minerva and the Binny Mills in Bangalore and the Krishnarajendra Mills in Mysore and that, since they (Management) have received no reply from the Labour Association, to their notice of change, excepting copies of replies sent to the Assistant Commissioner of Labour, they wished to know the attitude of the Labour Association in the matter.

8. On behalf of the Labour Association, Mr. D. Sreenivasiah, stated to this effect. The Association received the Notice of Change on 30th August 1945 and brought it to the notice of the committee members. They wanted to know the views of the body of labourers. So, a reply could not be sent immediately to the Management. As the Association wanted to consult the workers at a public meeting which could not be held without the permission of the District Magistrate, the Association made two applications for permission, one for holding a meeting on the 7th September 1945 and the other for general permission to hold meetings. For the first permission was received a day late (*i.e.*, on the 8th September

ssociation could not hold the meeting
As for the second, no reply was
ociation could not give a definite reply
mass of workers, we were not able to
the days fixed by the Assistant Com-
but we replied on both the occasions,
, and stating that, if further adjourn-
nted, it may be taken that the Associa-
o the proposed change."

n now on the Notice of Change,' the
stated that though they (Association)
the introduction of Night Shift, on
pposed to the manner in which the
ths Mills was sought to be started.
t, as most of the workers were persons
idency, the Association would like to
n similar mills in those parts, *i.e.*,
Coimbatore, Salem, Madura, etc., and
able them to discuss the subject and
ment on the issue. He said that the
erefore urge for an adjournment of the
ings to a date not earlier than 20th
ich time the Association hoped to consult
rs and collect the necessary *data* for
to a settlement. He then read and
ent, stating to the same effect, and
ditions about hours, remuneration, etc.,
g, thus :—
rk can be started under certain condi-

ement shall notify as to which all depart-
work in Night Shifts. Any change in
ce majeure, shall only be made either by
etween the Labour Association and the
r giving a notice of change under Sec-
e Labour Act, 1942 and confirming to the
Act and Rules.
ng hours of the different shifts shall be as

hift	...	7 A.M. to 3 P.M.
shift	...	3 P.M. to 11 P.M.
t	...	11 P.M. to 7 A.M.

rs shift or 48 hours a week.

Workers shall be paid a higher rate of
the workers on the other shifts. In basic
e per shift. Coffee or tea and iddlies or
pplied free of cost to the workers on Night

lts should be in rotation once in a week for

gement's representative took exception
made in that written statement of the
e Management was attempting to acquire
lated under the Act and to reduce the
Section 10 of the Labour Act to a mere
diatel the suggestion made therein, that
as asking for more power than what is
r the Act. He further stated that, for
e authorities wanted the mills to increase
Mills, and so, the Management had proposed
ber of shifts to two and introduce the
Mills. As the differences between the
d the demands of the Labour Association
e very much, he wanted to know whether
in the written statement of the Associa-
sis for their collecting further statistics
posals could be discussed and whether it is
a settlement, without adjournment. He
ll the available information required by
respect of similar mills in Bangalore.
repres ntative agreed to discuss the propo-

ement's representative pointed out that
l of the Association to introduce three
ch was a welcome one, as it would result
could not however be accepted at present,
machinery, etc., In the circumstances,

pay an extra allowance of one anna per head per night shift, in addition to free supply of Tea and if possible, of iddlies and that the question of raising the basic wage by two annas did not arise as basic wage was paid to all, irrespective of night or day shift, and that this extra allowance proposed by the Management was payable to only those that worked in the night shifts, and for the period they worked on night shifts.

13. The Labour representative explained that what the Association meant by an increase of two annas in basic wage was an extra allowance of two annas (*i.e.*, the Association wanted the Management to raise the present offer of one anna to two annas), as was being paid some time back when there was night shift work in the same Mills.

14. The Management's representative explained that even before, when there was Night Shift in the Mills the men were being paid only one anna extra in cases of night shift not extending beyond 4-30 A.M. while in cases where night shift extended up to 7-30 A.M. two annas extra per night shift per head was being paid and that as the present proposal was only for a night shift not extending beyond 4-30 A.M. the offer of one anna extra was made as on previous occasion under similar conditions and that it is not possible to raise it to two annas. He then filed copies of two letters, (1) one by the Management to the Association on 9th December 1943, confirming the assurance given by the Management during the Arbitration Proceedings in 1943 to the effect that if and when full night shift extending beyond midnight is worked in the Mills, the workers will be granted the same benefits as are mentioned in the agreement dated 14th May 1943 between the Minerva Mills, Limited, and the concerned Labour Association and (2) the other letter of the Association to the Management, acknowledging the said letter confirming the assurance given by the Management.

15. At this stage, the Labour representative wanted time to collect statistics and asked that the proceedings might be adjourned to a date after 20th October 1945. But the Management's representative stated that as the matter was urgent, and as the Association had sufficient time, he was not for an adjournment. On further discussion, it was felt that the grant of an adjournment would enable the parties to discuss the subject and if possible, to come to a settlement. As to the next date, the 6th October was fixed, with the concurrence of both sides. The proceedings were accordingly adjourned to the 6th October.

16. On the next date of hearing, (6th October), the Association sent an application to this office, stating that "our President met Mr. Kale (the Management's representative) twice in the interval and discussed with him regarding the various possibilities of an understanding to be arrived at for the working of the night shift;" and that "ill-health has overtaken our President in his earnest attempt of convincing the workers and at the same time negotiating with the Management, and consequently he was admitted to the Hospital just yesterday and he is not in a position to move about immediately;" and praying that an adjournment by another fortnight may be granted to try our utmost in evolving a formula for an agreement between the Association and the Management," and adding that "our President will within that time be able to get better and work up for an agreement and thus make the conciliation a success." Mr. Doraiswamy, Assistant Secretary of the Association, appeared for the Association, while Mr. Kale was present on behalf of the Management.

17. The former (*i.e.*, Assistant Secretary) referred to the application of the Association for further adjournment of the proceedings on the ground of the President's illness, and stated that he was not in a position to take part in the proceedings on behalf of the Association, and that he had appeared just to obtain an adjournment, as already applied for. The Management's representative opposed the adjournment motion and stated that the matter was urgent and the proceedings should not be held up on account of one individual in an organization being unable to attend, and that, if the President was not able to attend, another office-bearer of the Association, who could take part in the proceedings could have been deputed.

18. However, the request of the Association for adjourn-

agreement; and (*d*) that there was still some time left before the expiry of the prescribed period of one month. As to the next date and place of hearing, the 21st October 1945 at Mysore Camp was fixed with the concurrence of both the parties, as the proceedings had to be concluded within the prescribed period of one month, and as I had to be at Mysore during the period on account of the Dasara Session—Representative Assembly.

19. The proceedings were accordingly taken up on the 21st instant at Mysore. Mr. Kale, as before, on behalf of the Management, and Mr. D. Doraiswamy, Assistant Secretary for the Association were present.

20. The Labour Representative stated that the Association wanted the following terms to be conceded by the Management before the proposed Night Shift scheme of the Management could be agreed to:—

(*a*) Night Shift allowance should be paid at two annas per shift per worker, as was done during the electric power break-down period last year;

(*b*) A cash payment of four annas per Night Shift per worker should be made in lieu of refreshments (Tea or Coffee and iddli). If that was conceded, the workers did not want any lunch interval, proposed by the Management and would finish the shift half an hour early and go home. The Binny Mills were paying three annas per shift in addition to giving tea for every worker working in the Night Shift; and

(*c*) The number of night working hours should be reduced from nine to eight.

21. With reference to these demands of the Association, the Management's representative stated seriatim thus:—

(*a*) *Night Shift Allowance*:—A rate of two annas was paid on the previous occasion, only when the night shift extended beyond 4-30 A.M. and not otherwise. Whenever night shift did not extend beyond 4-30 A.M. the Management paid only one anna even on that occasion. As the proposed night shift does not extend beyond 4-30 A.M. the Management are prepared to pay the same rate of one anna even now. In the other Mills also, for example, in the Binny Mills, the Minerva Mills and the Krishnarajendra Mills, the night shift allowance paid is only one anna and not two annas. Hence, the Management are not agreeable to pay more than what is proposed (*i.e.*, one anna).

(*b*) In addition to the proposed Night Shift allowance of one anna, the Management have proposed to give the night shift workers some refreshments, such as iddli and tea, free of cost, to enable them to work during night hours. For this purpose, a tea or lunch interval of half an hour has been provided. The lunch interval is an obligatory one and could not be dispensed with without the permission of the Factory Inspector. It is not possible to substitute the refreshment by cash payment, nor can the workers be allowed to make their own arrangements for preparing lunch or refershments within the mill premises. There is no such practice anywhere. To his (*i.e.*, Management's representatives) knowledge, the Binny Mills were paying only a night shift allowance of one anna per shift per worker in addition to lunch, and there is no cash payment given in lieu of lunch. As such, the Management are not agreeable to pay cash payment in lieu of lunch.

(*c*) The Management cannot agree to reduce the number of night working hours from nine to eight. The number of hours in a night shift in the other textile mills with two shifts, is also nine and not eight.

22. The Labour representative stated in the end that the Association cannot agree to the Management's Notice of Change, under reference. The Management's representative pressed the Notice of Change and added that many of the statements in the memorandum (*i.e.*, the written statement) of the association are either not correct or beside the point at issue, and that the matter in the present Notice of Change was not a new one; but one which had already been considered and agreed to by the Labour Association, on a previous occasion and that the same workers in this very Mills worked in the night shift for six months on the same terms as are now proposed.

23. The Labour Representative then asked that the conciliation proceedings may be adjourned and taken up again a little time to consider the matter with the representative. He said he had already consi and he had nothing to further consider or Management's representative.

24. Finally, the Management's representati the Management strongly press the Notice o Labour Representative said that the Associati to the Notice of Change. Hence the parties a settlement.

25. All possible ways of settlement were the parties did not come to a settlement i Notice of Change.

26. The proceedings thus ended in failure, report.

27. I request that this report may be Gazette, as required under sub-section (4) of Mysore Labour Act.

I have the ho

Sir,

Your most obedi

2711 M. NAVANEETHAM NAIDU, *Chief*

EDUCATION SECRETARIAT

Dated 29th October 1945.

No. E. 2148—Edn. 98-45-2. Mr. H. Linga Advocate, Shimoga, who is one of the nomin the District Education Committee, Shimoga, Chairman of the said Committee in place of M B.A., LL.B., and Mr. Rattahalli. Ramappa, Municipality, Sagar, is nominated as a mem mittee in place of Mr. H. Lingappa.

2701 N. S. HIRANNAYYA,

LAW SECRETARIAT

Dated 30th October 1945.

No. R. L. 441—L. C. 7-45-1. Whereas a occurred among the nominated members of t Council, the Government of His Highness th exercise of the powers vested in them und the Government of Mysore Act, 1940, are he nominate Mr. R. Venkata Ramaiya, M.A., LL.B., I brancer and Secretary to Government, Law D be a Member of the Legislative Council in vacancy.

R. VENKATA RAMAIYA, *Legal*

2711a

ADDITIONAL SECRETARIAT

Dated 29th October 1945.

No. S. R. 1706—W. B. 32-45-2. Government direct that the following Notification of the India, Department of Commerce, be publish information of the public.

2700 J. B. MALLARADHYA,

Department of Commerce.

NOTIFICATION.

WAR RISKS INSURANCE.

New Delhi, the 18th August 1945.

No. 4—W. R. I. (G).—45-D. In exercise conferred by Section 14 of the War Risks (Go Ordinance, 1940 (No. IX of 1940), the Central pleased to direct that the following further a be made in the War Risks (Goods) I namely:—